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April 10, 2017

VIA ECF

Honorable Margo K. Brodie
United States District Court Judge
United States District Court, E.D.N.Y.
225 Cadman Plaza East
Brooklyn, New York 11201

**Re: Liberty Mutual Fire Ins. Co., et al. v. Elite Medical Supply of New York, LLC,
Docket No.: 1:16-cv-01766 (MKB) (CLP)**

Dear Judge Brodie:

We represent Plaintiffs in the above-referenced matter, and jointly with counsel for Elite Medical Supply of New York, LLC, write to advise the Court of the status of the settlement negotiations. Presently, the parties have exchanged a draft agreement and are working to finalize the terms. In the Court's order dated February 21, 2017, the Court set a new briefing schedule for Plaintiffs' motion letter to request permission to amend the complaint and Plaintiff's opposition to Defendant's Motion to Dismiss or, in the alternative Compel Arbitration (the "Motion"), filed on June 17, 2016 (ECF No. 21). In addition, the Court also terminated the Motion (ECF No. 21) from the calendar and advised the parties that either side can seek to restore the motion if a settlement is not reached.

In view of the foregoing, if acceptable to the Court, the parties respectfully request that the deadline to file any letter requesting permission to amend the Complaint also be removed the calendar without prejudice. In the unlikely event the parties reach an impasse and it becomes necessary to proceed with the motions, the parties will promptly advise the Court of their inability to complete the settlement, together with joint request to file a letter to amend the Complaint and to restore the Motion (ECF No. 21) to the calendar, with a proposed briefing schedule.

In the interim, the parties will continue attempts to finalize the agreement, which the parties anticipate will be completed shortly.

We thank you for your consideration in this regard.

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By: /s/ James A. McKenney
James A. McKenney (JM-6164)

cc: All counsel (via ECF)

Encl.